

# State of Vermont

Dept of Buildings & General Svcs  
Office of Purchasing & Contracting  
1078 US Rte 2 - Middlesex  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000008897**  
**Cargill Inc**  
**24950 Country Club Blvd Ste 450**  
**N Olmstead OH 44070**  
**USA**

<b>Contract ID</b> 0000000000000000000011887		<b>Page</b> 1 of 3
<b>Contract Dates</b> 07/25/2007 to 06/30/2009		<b>Origin</b> CP
<b>Description:</b> CP-ROAD SALT district 2		<b>Contract Maximum</b> \$999,999.00
<b>Buyer Name</b> Sellears, Stuart	<b>Buyer Phone</b> 828-2217	<b>Contract Status</b> Approved

**Phone #: 916-786-3800**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9324	ROAD MAINTENANCE SALT/DISTRICT #2: BULK, FOR DE-ICING PAVEMENT AND OTHER WINTER MAINTENANCE ACTIVITIES. TYPE I, GRADE 1, TO COMPLY WITH AASHTO M 143, EXCEPT THAT MOISTURE CONTENT SHALL NOT EXCEED 1% AT POINT OF DELIVERY	TON	54.95000	0.00	0.00

AND IN ACCORDANCE WITH STATE OF VERMONT CONDITIONS AND SPECIFICATIONS FOR ROAD SALT (MAY 2005/MODIFIED 06/11/2007).

### CONTRACT TERMS AND ADDITIONAL INFORMATION

RFP DATED JUNE 11, 2007 AND RESPONSE TO RFP OPENED JUNE 26, 2007 ARE MADE A PART OF THIS CONTRACT.

TERM: THIS CONTRACT IS WRITTEN FOR AN INITIAL ONE-YEAR TERM ENDING JUNE 30, 2008, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR TERMS AT MUTUALLY AGREEABLE PRICES, TERMS AND CONDITIONS. PRICES SHALL REMAIN FIRM THROUGH JUNE 30, 2008 EXCEPT FOR FUEL PRICE ADJUSTMENTS.

FUEL PRICE ADJUSTMENT: BASE PRICE SHALL BE FIRM OTHER THAN DECREASE OR INCREASE MONTHLY (NOVEMBER TO JUNE) RELATED TO FUEL COST AND IS BASED ON THE POSTED PRICE OF DIESEL FUEL FROM THE US DOE WEEKLY RETAIL ON-HIGHWAY PRICE PUBLICATION FOR PADD 1A, NEW ENGLAND REGION <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>  
ADJUSTMENT IS THE DIFFERENCE BETWEEN THE PRICE JULY 2, 2007 AND THE PRICE PUBLISHED ON THE FIRST MONDAY OF EACH MONTH AND EFFECTIVE THE FOLLOWING MONDAY. ADJUSTED PRICE IS POSTED AT <http://www.bgs.state.vt.us/pca/salt/>

PENALTIES: SALT MAY BE REJECTED IF IT FAILS TO CONFORM TO ANY OF THE REQUIREMENTS OF THE SPECIFICATION. DELIVERIES THAT ARE ACCEPTED THAT DO NOT CONFORM TO REQUIREMENTS FOR MOISTURE CONTENT AND/OR GRADATION ARE SUBJECT TO THE PENALTIES STATED IN THE CONDITIONS AND SPECIFICATIONS.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER

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DEFERRED PAYMENT FOR SPRING FILL-UP: THE STATE OF VERMONT RESERVES THE RIGHT TO MAKE PAYMENTS AFTER JULY 1, 2009 FOR DELIVERIES USED TO FILL STORAGE SHEDS IN THE SPRING MONTHS. DATE FOR DEFERRED PAYMENT WILL BE DETERMINED BY THE CONTRACTOR AND THE PURCHASING AGENT IN LATE WINTER.

